



Unplugged Performance
3523 Jack Northrop Ave
Hawthorne, CA 90250
(213) 493-6323
unpluggedperformance.com
Tesla Approved Body Shop -
Whelen Certified Installer -

City of Alameda Police Department

2026 (Sourcewell 081325-Tesla) UP.FIT Model Y RWD Admin Essential with Stock Wheels			
Sourcewell - 2026 Tesla Model Y Premium RWD Stealth Grey Exterior, Black Interior			
Exterior:			
- Front bumper mounted warning lights			
- Custom-integrated high frequency siren system			
- Rear-facing hatch warning lights			
Interior:			
- Windshield-mounted, low-profile light bar with color warning lights + scene lighting			
- Interior windshield brow tint application to conceal front interior light bar			
- Rear hatch inner-edge warning light bar			
- C-pillar color warning lights			
- Handheld PA mic & lights and siren controller			
- Motorola (or other) radio preparation and communication antennas installation (customer provides equipment)			
- UP.FIT Power Systems and UP.FIT Wiring Package			
- Whelen Core lights & siren computer (including programming)			
Description	Price	QTY	Subtotal
Part: 2026 Tesla Model Y RWD - Grey	\$46,190.00	1	\$46,190.00
Part: Vehicle UP.FIT Components	\$9,684.00	1	\$9,684.00
Part: UP.FIT Custom Craftsmanship & Labor	\$7,800.00	1	\$7,800.00
Fee: CA Tire Fee			\$7.00
Fee: Electronic Reg / Title Filing Fee			\$35.00
Tax (10.75%): \$6,006.46		Total:	\$69,722.46

MVPA - Vehicle Purchase & Upfitting Agreement
VEHICLE PURCHASE AND UPFITTING AGREEMENT
1. Description of Vehicle and Upfitting Services: The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, a vehicle and the associated equipment as described in this document (the "Vehicle"). The Seller further agrees to upfit the Vehicle according to the specifications outlined in the vehicle description attached hereto (the "Upfitting Services").
2. Purchase Price: The total purchase price for the Vehicle and the Upfitting Services shall be specified in the description attached hereto. Payment shall be made by the Buyer to the Seller in accordance with the payment terms specified in this document. Full payment for vehicles, equipment and services is due upon acceptance of the contract unless otherwise stipulated or specified in writing in the invoice details. Where applicable, sales tax is collected by the Seller on the upfitting components at the time that payment is executed. Applicable sales tax on vehicle portion of the purchase is the responsibility of the Buyer and tendered by the Buyer to the relevant local department of motor vehicles when the Buyer completes self-registration of the vehicle after taking delivery.
3. Delivery: Delivery of any vehicle intended for Upfitting Services must occur directly to UP.FIT / Unplugged Performance for the purposes of vehicle upfitting. If the vehicle is new, it must be delivered directly from the manufacturer. Delivery of the vehicle to the Buyer will



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occur after the completion of vehicle Upfitting Services. Subsequent vehicle logistics are at the additional expense of the Buyer.

4. Inspection and Acceptance:

Upon completion of Upfitting Services, the Buyer shall have 7 days to inspect the Vehicle and the Upfitting Services. If the Buyer determines that the Upfitting Services do not conform to the specifications outlined in the vehicle description, the Seller shall make reasonable efforts to address any deficiencies. Any adjustments or alterations requested beyond the quoted work to be performed may incur additional costs as mutually agreed upon by both the Buyer and Seller.

5. WARRANTY INFORMATION:

Tesla New Vehicle Limited Warranty: UP.FIT vehicles will maintain the Tesla New Vehicle Limited Warranty and the Battery and Drive Unit Limited Warranty within the scope of the Tesla Terms & Conditions referenced here: <https://www.tesla.com/support/vehicle-warranty>. As a Tesla Certified Body Shop, Unplugged Performance and UP.FIT possess knowledge and training in Tesla vehicle architecture and have devised and validated methods for integrating specialty equipment for the enhancement of Tesla vehicles with specialty use cases, including emergency response vehicle upfitting. Utilizing Tesla schematics, validated components, and technical acumen ensures that the Tesla New Vehicle Limited Warranty and the Battery and Drive Unit Limited Warranty are maintained to the highest possible standard.

Additional information regarding the OEM warranty for upgraded vehicles is addressed in The Magnuson-Moss Warranty Act (P.L. 93-637) a United States federal law (15 U.S.C. § 2301 et seq.). Enacted in 1975, this federal statute governs warranties on consumer products.

UP.FIT Warranty:

The Seller warrants that the upfitting work will be performed in a professional manner and that all upfitting components and parts installed by the Seller will be free from defects in materials and workmanship.

For vehicle wraps and decals, proper care requires that the vehicles are to be washed every two weeks by hand only, using pH-neutral products to promote the longevity of installed graphics and films. Do not wash vehicles via drive-thru car washes or use the bristle brush at a self-wash station. If using a high pressure washer, it must remain a minimum of 2 feet away from the surface of the vehicle at all times to avoid delamination or damage. Do not use products that contain carnauba or any waterless wash products. Do not use any "California Duster" type of brushes on the surfaces of the vehicle.

Parts Warranty:

Different manufacturers of upfitting subcomponents offer different warranties that vary depending on the use of the warranted item. The most up-to-date warranty information can be referenced at each individual manufacturer's website. Below are links to warranty information for select manufacturers:

- Whelen: <https://www.whelen.com/support-training/whelen-warranty/>
- Setina: <https://setina.com/>
- Unplugged Performance: <https://unpluggedperformance.com/terms-and-conditions/>

6. Mutual Non-Disclosure Commitment:

The mutual agreement of nondisclosure between the parties ensures the protection of each party's confidential and proprietary information, including but not limited to proprietary installation techniques, equipment, processes, methods, designs, tools, and intellectual property utilized by Unplugged Performance and UP.FIT in their services.

UP.FIT partners closely with vendors and manufacturers. The data and pricing shared between parties may include data that is shared with Unplugged Performance or UP.FIT by those vendors or manufacturers. This non-disclosure clause shall extend to all data that includes any partnership, collaboration, or data we acquire from 3rd party vendors, OEMs, etc.

Both parties agree to:

- Keep all Confidential Information in strict confidence.
- Not disclose such information to any third party without prior written consent from the Disclosing Party.
- Use the Confidential Information solely for the purpose of the specified business relationship.
- Prevent unauthorized use or reproduction of the other party's Confidential Information.
- Return or destroy all Confidential Information upon termination of the business relationship or upon request.

This commitment is integral to maintaining the proprietary nature of the services and offerings provided by each party and is



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effective for 10 years, from the last disclosure of any Confidential Information.

7. Vehicle Procurement and Logistics Process:

Unplugged Performance and UP.FIT have a unique and extensive specialty understanding of the procurement of Electric Vehicles direct from the manufacturer, specifically Tesla vehicles. UP.FIT strongly encourages that vehicle procurement be executed by UP.FIT or Unplugged Performance in order to ensure the most efficient outcomes.

Both the Buyer and Seller must be involved in the OEM vehicle procurement planning and subsequent vehicle logistics to prevent delays or expenses incurred by any party. Effective coordination between the Buyer and Seller is essential to facilitate efficient vehicle procurement and logistics.

8. Training & Customer Education:

Customer agrees to undergo the complimentary training offered by UP.FIT and if applicable, other 3rd party vendors or entities associated with the components or software associated with the vehicle build. This training ensures the proper use and operation of the vehicles and the upgraded equipment and establishes protocols for the safe and reliable use of the final upfitted vehicle. The Customer acknowledges that a decision to forego this training increases the probability of misuse or improper operation of the vehicle and its components. Support provided by UP.FIT for perceived issues that are presented by any end-user that has not received proper training in the specialty use of the upfitted vehicle or specialty equipment .

Buyer acknowledges that they have been offered the training and that acceptance of training is the responsibility of the Buyer.

9. Consigned or Customer-Provided Parts and/or Components or Assets:

Customer acknowledges and agrees to provide any and all agreed upon accessories, radio-equipment, electronics, wiring, antennas, computer power supply, computer cradle-dock, and/or any other additional accessories that are typically self-procured. This includes any necessary artwork or graphics files for decals to be installed on the vehicle, supplied in vector graphic file format. Graphic design services are available from UP.FIT if existing graphics are not being utilized for replication. All parts should be provided to UP.FIT or Unplugged Performance, prior to the start of production for the project. Transportation of physical parts to UP.FIT or Unplugged Performance is the responsibility of the Customer and shipments must be appropriately packaged and insured against potential damage during shipment. Customer acknowledges that Upfitting Services will not commence until all necessary customer-provided parts have been delivered to UP.FIT.

Timeline Consideration:

Vehicle production delays can occur if all parts, accessories, applicable graphics files, etc. are not provided to UP.FIT before the procurement of the base vehicles and the start of production. Parts and accessories provided by the Customer should be arranged and formatted in a suitable manner for immediate vehicle assembly. If UP.FIT receives parts that do not function or properly adhere to the requirements to enable immediate assembly of the vehicle and its upfitting components, production will not commence and the start of production will be rescheduled. Any time delays caused by the customer that result in rescheduling the start of production may be subject to additional costs or change-orders if modifications, enhancements, or alterations are needed in order to ensure proper and reliable outcomes. If any of the necessary parts for a vehicle build are unavailable or any parts received from any source or supplier do not match the standards and specifications of UP.FIT or Unplugged performance, the Customer will be notified and the project schedule will be revised to ensure that the appropriate project outcomes are achieved. Customer acknowledges that the Seller will make a good faith effort to expedite the completion of projects that must be rescheduled and Customer acknowledges that unforeseen circumstances can cause delays outside of the control of the Seller.

10. Payment Terms & Instructions:

50% deposit is due from the buyer upon acceptance of Estimate with the remaining 50% balance due upon delivery.

Payment Instructions:

BANK WIRE TRANSFER INFORMATION

Bank Name: Bank of America

Bank Phone: 213.605.4920

Location: 1450 W. Redondo Beach Blvd.

Gardena, California 90247, USA

Account Name: Unplugged Performance Inc.



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Routing Number: 121000358
Account Number: 325144002319
Swift: BOFAUS3N
Zelle: accounting@unpluggedperformance.com
Company Information:
Unplugged Performance Inc.
3523 Jack Northrop Ave
Hawthorne, CA 90250, USA
Tel: 213-493-6323
Hours: M-F 9:00AM - 5:30PM PST

If making payment via a physical check, please make checks payable to "Unplugged Performance Inc"

Unplugged Performance Inc.
3523 Jack Northrop Ave
Hawthorne, CA 90250, USA
Tel: 213-493-6323

Fees associated with wire transfer are the responsibility of the Buyer. Please email the federal wire confirmation number or a copy of the wire transfer receipt to accounting@unpluggedperformance.com for prompt crediting.

11. Change-Orders/Modification Requests

Any request to alter, modify, customize, or otherwise change the original agreed-upon estimate will be considered a change-order request. Any change-order request should be considered within the same parameters as the original estimate and to add the additional cost, production time, and the potential for a request for additional resources from the Customer to accomplish the request set forth in the change-order.

Any changes requested after the Agreement has been executed cannot be accepted unless agreed upon by all parties and all costs associated with a change are appropriately calculated and accounted for.

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same. Any modifications to this Agreement must be in writing and signed by both parties.

Description	Price	QTY	Subtotal
Part: Acceptance		1	\$0.00
			Total: \$0.00



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****Estimate Validity:**** Unless otherwise indicated above, estimates are approximations and may change due to unforeseen issues, and are valid for 30 days from date listed, unless otherwise stipulated. If listed, an expiration date on pricing should be considered the final date a listed price is valid until. If you approve this estimate, you authorize the outlined repair work and material procurement, including vehicle operation for testing. A revised estimate will be provided for additional repairs upon request if modifications or change orders are requested.

****Parts Policy:**** All parts are new unless stated otherwise. Deposits for parts orders are non-refundable. No returns or refunds on special order, painted, or electrical parts. No warranty on used or customer-supplied parts.

****Liability Waiver:**** Unplugged Performance is not liable for vehicle loss, damage, or personal items left in the vehicle beyond our control.

Labor	\$0.00
Parts	\$63,674.00
Subtotal	\$63,674.00
Shop Supplies	\$0.00
EPA	\$0.00
Fees	\$42.00
Tax	\$6,006.46
Grand Total	\$69,722.46
Paid to Date	(\$0.00)

REMAINING BALANCE	\$69,722.46
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We are not responsible for delays due to parts availability or shipping. Ensure your vehicle is fully insured during service.

****Damage and Repairs:**** Report pre-existing damage upon arrival. We are not responsible for pre-existing conditions or cleanliness. Damage claims must be made at pickup; later claims will not be accepted.

****Service Timeframe:**** Estimated work times are not guaranteed. We are not liable for scheduling conflicts or costs due to altered timelines.

****Payment and Liens:**** You agree to pay as estimated. Failure to pay may result in an automotive lien.

****Safety and Modifications:**** You waive liability for issues arising from ignored safety recommendations or modifications made against our advice. Unplugged Performance shall not be held liable, for issues that occur outside of our control.

****Recommended Services:**** A four-wheel alignment is advised for vehicles that are lowered, lifted, or have new wheels and suspension modifications for even tire wear.


****Pricing Adjustments:**** Prices may change due to labor rates, tax adjustments, or parts pricing fluctuations. Confirm appointment and pricing details in advance.

****Fleet Customer Notice:**** Prices may change based on the estimate date. Customers are responsible for any price differences at contract acceptance or delivery, excluding taxes, fees, and incentives which must be verified by the customer. Unless otherwise stipulated above, estimates should not be considered final, until agreed upon between the Buyer and Seller.

Customer: City of Alameda

By: _____
Name: _____
Title: _____
Date: _____

Unplugged Performance, Inc.

By: 
Name: Daniel King
Title: Director - Sales
Date: 12/11/2025